

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

AMAZON.COM, INC., a Delaware corporation;

Plaintiff,

v.

ROY ORON, an individual; JEFFREY GILES,
an individual; DALE BROWN, an individual;
FIRST IMPRESSION INTERACTIVE, INC., an
Illinois corporation; and JOHN DOES 1-10;

Defendants.

NO. 2:19-cv-00523-RSM

**DEFENDANT FIRST IMPRESSION
INTERACTIVE, INC.'S ANSWER TO
COMPLAINT AND AFFIRMATIVE
DEFENSES**

JURY DEMAND

Defendant First Impression Interactive, Inc., by and through its counsel, answers
Plaintiff's Complaint as follows.

I. INTRODUCTION

1. First Impression Interactive, Inc. lacks knowledge or information sufficient to
form a belief about the truth of the allegations contained in the first sentence of paragraph 1 and
therefore denies them. First Impression Interactive, Inc. denies the remaining allegations in
paragraph 1 to the extent they are directed to it.

2. First Impression Interactive, Inc. denies the allegations in paragraph 2.

3. First Impression Interactive, Inc. denies the allegations in paragraph 3.

4. First Impression Interactive, Inc. denies the allegations in paragraph 4 to the
extent they are directed to it.

5. First Impression Interactive, Inc. denies the allegations in paragraph 5 to the
extent they are directed to it.

II. PARTIES

6. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 6 related to Amazon's investigative expenditures and therefore denies them. First Impression Interactive, Inc. denies the remaining allegations in paragraph 6 to the extent they are directed to it.

7. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 7 and therefore denies them.

8. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 8 and therefore denies them.

9. First Impression Interactive, Inc. admits that Jeffrey Giles is a resident of Illinois and an owner of First Impression Interactive, Inc. but denies the remaining allegations in paragraph 9.

10. First Impression Interactive, Inc. admits that Dale Brown is a resident of Illinois and an officer of First Impression Interactive, Inc. but denies the remaining allegations in paragraph 10.

11. First Impression Interactive, Inc. admits that it is an Illinois corporation with its principal place of business in Illinois. First Impression Interactive, Inc. further admits that one of its shareholders is Jeffrey Giles and Dale Brown is one of its officers. First Impression Interactive, Inc. denies the remaining allegations of paragraph 11.

III. JURISDICTION AND VENUE

12. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 12 and therefore denies them.

13. First Impression Interactive, Inc. admits the allegations in paragraph 13 but denies that the plaintiff is entitled to any relief.

14. First Impression Interactive, Inc. admits the allegations in paragraph 14 for the sole purpose of jurisdiction but denies that they committed tortious acts or any other wrongful conduct and denies that plaintiff is entitled to any relief.

15. First Impression Interactive, Inc. admits the allegations in paragraph 15.

16. First Impression Interactive, Inc. admits the allegations in paragraph 16.

IV. FACTS

17. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 17 and therefore denies them.

18. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 18 and therefore denies them.

19. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 19 and therefore denies them.

20. First Impression Interactive, Inc. denies the allegations in paragraph 20 to the extent they are directed to it.

21. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 21 and therefore denies them.

22. First Impression Interactive, Inc. denies the allegations in paragraph 22 to the extent they are directed to it.

23. First Impression Interactive, Inc. admits the allegations in paragraph 23.

24. First Impression Interactive, Inc. admits the allegations in paragraph 24.

25. First Impression Interactive, Inc. admits the allegations in paragraph 25.

26. First Impression Interactive, Inc. denies the allegations in paragraph 26.

27. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in paragraph 27 and therefore denies them.

28. First Impression Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the allegations in the first sentence of paragraph 28 and therefore

1 denies them. First Impression Interactive, Inc. denies the remaining allegations in paragraph 28
2 to the extent they are directed to it.

3 29. First Impression Interactive, Inc. lacks knowledge or information sufficient to
4 form a belief about the truth of the allegations in paragraph 29 and therefore denies them.

5 30. First Impression Interactive, Inc. denies the allegations in paragraph 30 to the
6 extent they are directed to it.

7 31. First Impression Interactive, Inc. denies the allegations in paragraph 31.

8 32. First Impression Interactive, Inc. denies the allegations in paragraph 32.

9 33. First Impression Interactive, Inc. admits the allegations in the first sentence of
10 paragraph 33 to the extent they are directed to it, with the exception of the term “clear pattern,”
11 which is denied. First Impression Interactive, Inc. objects to the use of the phrase “scheme” to
12 describe its activities in the second sentence of paragraph 33, which is denied, but admits that it
13 made use of the domains set out in the second sentence of paragraph 33. First Impression
14 Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the
15 remaining allegations in paragraph 33 and therefore denies them.

16 34. First Impression Interactive, Inc. denies the allegations in paragraph 34.

17 35. First Impression Interactive, Inc. lacks knowledge or information sufficient to
18 form a belief about the truth of the allegations in paragraph 35 and therefore denies them.

19 36. First Impression Interactive, Inc. admits the allegations in paragraph 36.

20 37. First Impression Interactive, Inc. admits the allegations in paragraph 37, with the
21 exception of the term “victims,” which is denied.

22 38. First Impression Interactive, Inc. lacks knowledge or information sufficient to
23 form a belief about the truth of the allegations in paragraph 38 and therefore denies them.

24 39. First Impression Interactive, Inc. lacks knowledge or information sufficient to
25 form a belief about the truth of the allegations in paragraph 39 and therefore denies them.
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1 40. First Impression Interactive, Inc. lacks knowledge or information sufficient to
2 form a belief about the truth of the allegations in paragraph 40 and therefore denies them.

3 41. First Impression Interactive, Inc. lacks knowledge or information sufficient to
4 form a belief about the truth of the allegations in paragraph 41 and therefore denies them.

5 42. First Impression Interactive, Inc. lacks knowledge or information sufficient to
6 form a belief about the truth of the allegations in paragraph 42 and therefore denies them.

7 43. First Impression Interactive, Inc. lacks knowledge or information sufficient to
8 form a belief about the truth of the allegations in paragraph 43 and therefore denies them.

9 44. First Impression Interactive, Inc. lacks knowledge or information sufficient to
10 form a belief about the truth of the allegations in paragraph 44 and therefore denies them.

11 45. First Impression Interactive, Inc. denies the allegations contained in paragraph 45
12 as they relate to it.

13 46. First Impression Interactive, Inc. lacks knowledge or information sufficient to
14 form a belief about the truth of the allegations in paragraph 46 and therefore denies them.

15 47. First Impression Interactive, Inc. lacks knowledge or information sufficient to
16 form a belief about the truth of the allegations in paragraph 47 and therefore denies them.

17 48. First Impression Interactive, Inc. lacks knowledge or information sufficient to
18 form a belief about the truth of the allegations in paragraph 48 and therefore denies them.

19 49. First Impression Interactive, Inc. denies that it administered, controlled, managed,
20 or owned, the “Landing Page” mentioned in the first sentence of paragraph 49. First Impression
21 Interactive, Inc. lacks knowledge or information sufficient to form a belief about the truth of the
22 remaining allegations in paragraph 49 and therefore denies them.

23 50. First Impression Interactive, Inc. lacks knowledge or information sufficient to
24 form a belief about the truth of the allegations in paragraph 50 and therefore denies them.

25 51. First Impression Interactive, Inc. lacks knowledge or information sufficient to
26 form a belief about the truth of the allegations in paragraph 51 and therefore denies them.

1 52. First Impression Interactive, Inc. lacks knowledge or information sufficient to
2 form a belief about the truth of the allegations in paragraph 52 and therefore denies them.

3 53. First Impression Interactive, Inc. lacks knowledge or information sufficient to
4 form a belief about the truth of the allegations in paragraph 53 and therefore denies them.

5 54. First Impression Interactive, Inc. lacks knowledge or information sufficient to
6 form a belief about the truth of the allegations in paragraph 54 and therefore denies them.

7 55. First Impression Interactive, Inc. lacks knowledge or information sufficient to
8 form a belief about the truth of the allegations in paragraph 55 and therefore denies them.

9 56. First Impression Interactive, Inc. lacks knowledge or information sufficient to
10 form a belief about the truth of the allegations in paragraph 56 and therefore denies them.

11 57. First Impression Interactive, Inc. lacks knowledge or information sufficient to
12 form a belief about the truth of the allegations in the first sentence of paragraph 57 and therefore
13 denies them, and denies the remaining allegations contained in paragraph 57.

14 58. First Impression Interactive, Inc. lacks knowledge or information sufficient to
15 form a belief about the truth of the allegations in paragraph 58 and therefore denies them

16 59. First Impression Interactive, Inc. lacks knowledge or information sufficient to
17 form a belief about the truth of the allegations in paragraph 59 and therefore denies them.

18 60. First Impression Interactive, Inc. lacks knowledge or information sufficient to
19 form a belief about the truth of the allegations in paragraph 60 and therefore denies them.

20 61. First Impression Interactive, Inc. lacks knowledge or information sufficient to
21 form a belief about the truth of the allegations in paragraph 61 and therefore denies them.

22 62. First Impression Interactive, Inc. lacks knowledge or information sufficient to
23 form a belief about the truth of the allegations in paragraph 62 and therefore denies them.

24 63. First Impression Interactive, Inc. lacks knowledge or information sufficient to
25 form a belief about the truth of the allegations in paragraph 63 and therefore denies them.
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1 64. First Impression Interactive, Inc. lacks knowledge or information sufficient to
2 form a belief about the truth of the allegations in paragraph 64 and therefore denies them.

3 65. First Impression Interactive, Inc. lacks knowledge or information sufficient to
4 form a belief about the truth of the allegations in paragraph 65 and therefore denies them.

5 66. First Impression Interactive, Inc. lacks knowledge or information sufficient to
6 form a belief about the truth of the allegations in paragraph 66 and therefore denies them.

7 67. First Impression Interactive, Inc. lacks knowledge or information sufficient to
8 form a belief about the truth of the allegations in paragraph 67 and therefore denies them.

9 68. First Impression Interactive, Inc. lacks knowledge or information sufficient to
10 form a belief about the truth of the allegations in paragraph 68 and therefore denies them.

11 69. First Impression Interactive, Inc. denies the allegations contained in paragraph 69
12 as they relate to it.

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14 **V. CAUSES OF ACTION**

15 **FIRST CAUSE OF ACTION**

16 **(AGAINST ROY ORON)**

17 **Trademark Infringement (15 U.S.C. § 1114)**

18 70-78. The allegations in Count I are directed to a defendant other than First Impression
19 Interactive, Inc. and, therefore, no response is made thereto.

20 **SECOND CAUSE OF ACTION**

21 **(AGAINST ROY ORON)**

22 **False Designation of Origin and False Advertising (15 U.S.C. § 1125(a))**

23 79-88. The allegations in Count II are directed to a defendant other than First Impression
24 Interactive, Inc. and, therefore, no response is made thereto.

25 **THIRD CAUSE OF ACTION**

26 **(AGAINST ROY ORON)**

1 **Trademark Dilution (15 U.S.C. § 1125(c))**

2 89-94. The allegations in Count III are directed to a defendant other than First
3 Impression Interactive, Inc. and, therefore, no response is made thereto.

4 **FOURTH CAUSE OF ACTION**

5 **(AGAINST FIRST IMPRESSION, JEFFREY GILES, AND DALE BROWN)**

6 **False Advertising (15 U.S.C. § 1125(a))**

7 95. First Impression Interactive, Inc. restates its answers to Sections I-IV for its
8 answer to paragraph 95 of Count IV as though fully set forth therein.

9 96. First Impression Interactive, Inc. lacks knowledge or information sufficient to
10 form a belief about the truth of the allegations in paragraph 96 and therefore denies them.

11 97. First Impression Interactive, Inc. lacks knowledge or information sufficient to
12 form a belief about the truth of the allegations in paragraph 97 and therefore denies them.

13 98. First Impression Interactive, Inc. lacks knowledge or information sufficient to
14 form a belief about the truth of the allegations in paragraph 98 and therefore denies them.

15 99. First Impression Interactive, Inc. denies the allegations in paragraph 99.

16 100. First Impression Interactive, Inc. denies the allegations in paragraph 100.

17 101. First Impression Interactive, Inc. denies the allegations in paragraph 101.

18 102. First Impression Interactive, Inc. denies the allegations in paragraph 102.

19 103. First Impression Interactive, Inc. denies the allegations in paragraph 103.

20 104. First Impression Interactive, Inc. denies the allegations in paragraph 104.

21 **FIFTH CAUSE OF ACTION**

22 **(AGAINST FIRST IMPRESSION, JEFFREY GILES AND DALE BROWN)**

23 **Cybersquatting (15 U.S.C. § 1125(d))**

24 105. First Impression Interactive, Inc. restates its answers to Sections I-IV for its
25 answer to paragraph 105 of Count V as though fully set forth therein.

26 106. First Impression Interactive, Inc. denies the allegations in paragraph 106.

1 107. First Impression Interactive, Inc. denies the allegations in paragraph 107.

2 108. First Impression Interactive, Inc. denies the allegations in paragraph 108.

3 109. First Impression Interactive, Inc. denies the allegations in paragraph 109.

4 110. First Impression Interactive, Inc. denies the allegations in paragraph 110.

5 111. First Impression Interactive, Inc. denies the allegations in paragraph 111.

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7 **VI. AFFIRMATIVE DEFENSES**

8 BY WAY OF FURTHER ANSWER, and as AFFIRMATIVE DEFENSES, defendant
9 First Impression Interactive, Inc. states and alleges as follows:

10 1. The Complaint and/or the claims against First Impression Interactive, Inc. should
11 be dismissed pursuant to Fed. R. Civ. P. 19(b), or other applicable law, for failure to join an
12 indispensable party or parties; and

13 2. First Impression Interactive, Inc. reserves the right to add affirmative defenses as
14 the facts in this matter may warrant upon discovery.

15 **VII. PRAYER FOR RELIEF**

16 a. That judgment be entered dismissing with prejudice plaintiff's claims and
17 Complaint against First Impression Interactive, Inc.;

18 b. That judgment be entered awarding plaintiff no damages, and no injunctive,
19 equitable or other relief, on plaintiff's claims against First Impression Interactive, Inc.;

20 c. That First Impression Interactive, Inc. be awarded its fees, costs and expenses of
21 litigation, as may be allowed under applicable law; and

22 d. Such other relief in favor of First Impression Interactive, Inc. as the Court deems
23 just, equitable, or otherwise appropriate.

24 **VIII. JURY DEMAND**

25 Defendant demands trial by jury on all issues so triable.
26

1 DATED this 21st day of June, 2019.

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